

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 3/8/2012

Action Requested By:  
Community  
Development

Agenda Item Type  
Resolution

Subject Matter:

Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a contract with Motivation, Inc. for the use of \$2,450 in Community Development Block Grant (CDBG) funds for Section 3 Compliance Training, Policy & Procedure development.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This resolution will allow the Mayor to enter into a contract with Motivation, Inc. for the use of \$2,450 in Community Development Block Grant (CDBG) funds for the training and development of U.S. Department of Housing and Urban Development Section 3 policies and procedures.

Associated Cost: 0

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head:

*W.K. Chittley for Ken Benion*

Date: 2/29/2012

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Community Development

Council Meeting Date: 3/8/2012

Department Contact: Ken Benion

Phone # 256-427-5427

Contract or Agreement: Agreement

Document Name: Agreement between City of Huntsville and Motivation, Inc.

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

## Procurement Agreements

Select...

Select...

## Grant-Funded Agreements

**Federal HUD**

**Grant Name:**

HOME Investment Partnership Grant

Department	Signature	Date
1) Originating	<i>W. K. [Signature]</i>	<i>2/29/12</i>
2) Legal	<i>Darryl C. Gates</i>	<i>3/1/12</i>
3) Finance	<i>[Signature]</i>	<i>2/29</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

Resolution No. 12-\_\_\_\_\_

WHEREAS, the City of Huntsville, Alabama received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development, herein after referred to as HUD, known as Grant No. B-11-MC-01-0005; and

WHEREAS, the City has received payback funds from the sub recipients of the said grant; and

WHEREAS, the City desires to utilize a portion of the said payback funds to engage a consultant to advise the City on HUD regulatory compliance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized, requested and directed to enter into an agreement with Motivation, Inc. Said contract being substantially similar in words and figures to that document identified as Agreement for Consulting Services Between the City of Huntsville and Motivation, Inc. consisting of Four (4) pages with the signature of the Council President or President Pro tem, and the 8th day of March, 2012 appearing on the margin of the first page, a copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville.

ADOPTED this the 8th day of March, 2012.

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama

APPROVED this the 8th day of March, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

**AGREEMENT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF HUNTSVILLE, ALABAMA AND MOTIVATION, INC.**

**THIS AGREEMENT**, entered into this the 8<sup>th</sup> day of March, 2012, by and between the City of Huntsville, Alabama, hereinafter referred to as the City, and Motivation, Inc., hereinafter referred to as the Consultant.

**WHEREAS**, the City received a grant from the United States Department of Housing and Urban Development, hereinafter referred to as HUD, under the Community Development Block Grant (CDBG) program; and

**WHEREAS**, the City has received payback funds from the sub recipients of the said grant; and

**WHEREAS**, the City desires to utilize a portion of the said payback funds to engage a consultant to advise the City on HUD regulatory compliance;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter set forth, faithfully to be kept by the parties hereto, it is agreed as follows:

1. **Services to be Provided.** The Consultant shall in a satisfactory and proper manner, as determined by the Community Development Division (CDD) of the City of Huntsville, perform the following services:

- a.) Develop a new Section 3 policy specific to the needs of the City of Huntsville Alabama
- b.) Provide a step-by-step procedure for implementation of the policy
- c.) Provide all required certification forms
- e.) Provide a full solicitation package to be inserted in all agency procurements and contracts to meet the Section 3 regulations.
- f.) Provide unlimited, free, Section 3 technical assistance for Community Development and its sub recipients/developers for one year.

2. **Compensation and Method of Payment.** As payment for Consultant services for assistance with regulatory compliance, the City shall pay Consultant the rate of \$245.00 per hour, not to exceed 10 man hours, with a total payment not to exceed \$2,450.00.

03/08/2012

\_\_\_\_\_  
President or President Pro tem,  
City Council Huntsville, Alabama

A Request for Payment which is supported by evidence that the services have actually been performed, expenses incurred and a description of the work activity accomplished must be submitted from Consultant to the CDD. **Consultant is subject to a loss of a portion of its funds for non-compliance.** It is the policy of HUD and the CDD to make funds available to Consultant on a reimbursable basis. **After receipt of funds, Consultant shall make payment of expenses to the vendor(s) or employee(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency.** Community Development Block Grant funds shall not exceed the total amount of Two Thousand Four Hundred Fifty Dollars (\$2,450.00) for all services required hereunder. Community Development funds shall be expended as delineated below:

#### **COST CATEGORY**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT NAME</b>	<b>AMOUNT</b>
511 *	Professional Services	<u><b>\$2,450.00</b></u>
	<b>Total</b>	<u><b>\$2,450.00</b></u>

\*(Section 3 consulting services)

3. **Contract Term.** The services of the Consultant shall be undertaken beginning on, March 8, 2012 and be completed by March 8<sup>th</sup>, 2013. All funds must be obligated and expended by March 8<sup>th</sup>, 2013.

4. **Project Location.** All financial records related to the project will be maintained 120 East Holmes Avenue, Huntsville, Alabama 35801. Project sites are areas which receive CDBG and HOME funds.

5. **Performance of Consultant.** Consultant shall have sole control of the manner and means of its performance of its obligations under this Agreement, and Consultant shall perform such obligations according to its own means and methods of work.

6. **Independent Contractor Relationship.** In the performance of the work, duties, and obligations evolving under this Agreement, it is mutually understood and agreed that the Consultant is at all times serving as an independent contractor providing the City with services as a regulatory compliance consultant. Amounts paid to the Consultant by the City as compensation for providing said services are for services purchased, and amounts paid to the Consultant shall be deemed to be fees for services to an independent contractor and shall not be subject to withholding of any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Consultant expressly acknowledges and agrees that it is solely responsible for the payment of all income and other taxes for sums received by it pursuant to this Agreement. It is further expressly understood that the City is interested only in the results to be achieved and the conduct and control of work will be the sole responsibility of the Consultant. Consultant is not considered to be an agent or employee of the City for any purpose. It is further understood and agreed that the City agrees to use Consultant exclusively for the scope of work identified in this Agreement for the duration of Consulting Agreement. It is further understood and agreed that, except as provided herein, Consultant is free to contract for similar services to be performed for others during the term of this Agreement.

7. **Termination.** This Agreement shall be terminated upon the happening of any of the following events:

- a. Upon the expiration of this Consulting Agreement.
- b. Failure by the City to pay when due the fees as outlined in this Consulting Agreement for a period of 45 days from receipt of invoice.
- c. Notwithstanding any of the provisions of this Agreement, upon at least 30 days' prior written notice served by either the City or the Consultant upon the other. The City may elect to terminate Consultant's services and Consultant's access to the offices of the City at any time after said written notice has been served by either the City or the Consultant upon the other, provided the City pays the Consultant the full amount of compensation due to the Consultant during the thirty-day notice period.

8. **Amendments.** This Agreement shall not be modified or amended except by a writing duly executed by both parties.

9. **Prior Agreements.** This Agreement contains the entire Agreement of the parties and supersedes and cancels any other agreement, representation, communication, or understanding, whether written or oral, between the parties hereto and relating to the transactions contemplated herein or the subject matter thereof. This Agreement may not be changed or terminated orally, but may only be changed by an Agreement in writing signed by the parties hereto.

10. **Interpretation of Agreement.** All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally, and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.

11. **Applicable Law.** This Agreement shall be subject to and construed under the laws of the State of Alabama.

12. **Invalidity.** If any term or provision of this Agreement shall be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent and the broadest application permitted by law.

13. **Captions.** The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define, or limit scope or intent of the provisions of this Agreement.

14. **Retention of Documentation.** Consultant shall retain all records and supporting documentation applicable to a project with City for a period of three (3) years after receipt of final payment from City and after all other pending matters are closed. All such records shall be made readily available, upon request, for inspection or audit by the representatives of the City, the Secretary of the U.S. Department of Housing and Urban Development and/or the Comptroller General of the United States. In the event of Consultant going out of existence, the records relating to the City's project will be turned over to the City for retention.

15. **Confidential Information.** Consultant acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to it in connection with its work pursuant to this agreement. Consultant agrees not to disclose the confidential information to any third party at any time following execution of this agreement, except as required by law. This clause shall survive the termination of this agreement.

**IN WITNESS THEREOF**, the City and the Consultant have executed this Agreement on the 8<sup>th</sup> day of March, 2012.

CITY OF HUNTSVILLE

\_\_\_\_\_  
Tommy Battle, Mayor  
City of Huntsville, Alabama

ATTEST:

\_\_\_\_\_  
Charles E. Hagood, City Clerk Treasurer  
City of Huntsville, Alabama

MOTIVATION, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_